BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor
John Mazzaferro, President of Common Council
Frank Tallarino, Commissioner of Public Works
Timothy A. Benedict, Corporation Counsel
David C. Nolan, Treasurer

BOARD OF ESTIMATE AND CONTRACT MEETING **APRIL 9, 2015**
REGULAR SESSION **3:00PM**

1. **CALLING THE ROLL OF MEMBERS BY THE CLERK**

2. **READING OF THE MINUTES OF THE PRECEDING SESSION**
   (Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)

3. **COMMUNICATIONS**

4. **PUBLIC SPEAKERS**

5. **REPORT OF DEPARTMENT HEADS**

6. **RESOLUTIONS**

   RES. NO. 82
   A

   AUTHORIZING BUDGETARY TRANSFER. Domenico

   RES. NO. 83
   B
   REJECTING BIDS RECEIVED FOR THE SUPPLY OF ONE (1) USED MINIVAN 2010 OR NEWER FOR THE CITY OF ROME POLICE DEPARTMENT. Piekarski

RES. NO. 84
C
AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 210 HENRY STREET. Domenico

RES. NO. 85
D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CENTRAL PAVING, INC. Tallarino

RES. NO. 86
E

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MORGAN SPECIALIZED CONTRACTING, INC. Piekarski

RES. NO. 87
F

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH RICHARD BOHNING AND ROME SELECT BASKETBALL. Lovett

RES. NO. 88
G

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ARCHONIX SYSTEMS, LLC. Beach

RES. NO. 89
H

AUTHORIZING THE DELETION OF ONE POSITION OF COMMUNITY DEVELOPMENT SPECIALIST AND THE CREATION OF ONE POSITION OF COMMUNITY DEVELOPMENT ADVISOR WITHIN THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT. Lovett

RES. NO. 90
I

AUTHORIZING SETTLEMENT OF LAWSUIT AGAINST THE CITY OF ROME, NEW YORK. Benedict

RES. NO. 91
K

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 92
L

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY LOCATED AT 406 ANNE STREET VIA DEED IN LIEU OF FORECLOSURE. Benedict

RES. NO. 93
M

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY LOCATED AT 606 LAWRENCE STREET VIA DEED IN LIEU OF FORECLOSURE. Benedict

7. TABLED RESOLUTION

RES. NO. 80
I

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH M. HUBBARD CONSTRUCTION INC, PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 192 ADOPTED JUNE 26, 2014, RELATIVE TO THE WATER POLLUTION CONTROL FACILITY PRIMARY SETTLING TANK REHABILITATION PROJECT. Tallarino

8. ADJOURNMENT

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 82

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

FROM CODE NO.		AMOUNT
AG3620.418	Codes: Salaries & Wages	$1,600.00

TO CODE NO.		AMOUNT
AG3620.414	Codes: Supplies	$1,600.00

REASON: Purchase of two (2) Samsung Galaxy Tablets and one (1) HP Officejet 100 Mobile Printer to enable Code Enforcement Officers to access network while in cars at scene of infraction.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 83

REJECTING BIDS RECEIVED FOR THE SUPPLY OF ONE (1) USED MINIVAN 2010 OR NEWER FOR THE CITY OF ROME POLICE DEPARTMENT

By _____:

WHEREAS, the Board of Estimate and Contract, pursuant to Resolution No. 59, adopted February 26, 2015, authorized the City Clerk to advertise for bids for the supply of one (1) used minivan (2010 or newer); and

WHEREAS, the City of Rome has deemed to be in its best interests to reject all bids previously received; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that all bids received pursuant to Resolution No. 59 adopted February 26, 2015, are hereby rejected.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 84

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 210 HENRY STREET

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer; and

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the sale of the real property listed in Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

TAX MAP NO. 242.057-0001-032

PROPERTY ADDRESS: 210 Henry Street

CONSIDERATION: $500.00

BUYER: James Brognano/Elizabeth Zandi

EXHIBIT "A"

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 85

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CENTRAL PAVING, INC.

By _____;

WHEREAS, Frank D. Tallarino, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the services of Central Paving, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by Central Paving, Inc., of Frankfort, New York, for the 2015 CDBG Neighborhood Pedestrian Connectivity and Safety Improvements Project; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Central Paving, Inc., of Frankfort, New York, at an amount not to exceed $137,025.00, for the 2015 CDBG Neighborhood Pedestrian Connectivity and Safety Improvements Project.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 86

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MORGAN SPECIALIZED CONTRACTING, INC.

By _____;

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, has recommended that the City of Rome, New York, retain the services of Morgan Specialized Contracting, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by Morgan Specialized Contracting, Inc., for the bathroom and shower renovations at the City of Rome Fire Department; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Morgan Specialized Contracting, Inc., at an amount not to exceed $85,660.00, for the bathroom and shower renovations at the City of Rome Fire Department, pursuant to the attached Bid Documents which are made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

JOSEPH R. FUSCO, JR.
MAYOR

DONNA M. PIEKARSKI
PURCHASING AGENT

BID TALLY SHEET

BID NUMBER: **RFP-2015-003**
BID OPENING: **3/26/2015 at 3:00 PM (local time)**
BID TITLE: **PROVIDE BATHROOM AND SHOWER ROOM RENOVATIONS AT CITY OF ROME FIRE DEPARTMENT**

Vendor	Amount	Bid Security	Date & Time	Initials
SOS RESTORATIONS of CNY	98,940.00	✓	3/24/15 11:51AM	CW
CON TECH BUILDING SYSTEMS, INC.	131,534.00	✓	3/26/15 2:10 PM	ES
RBCI	106,692.00	✓	3/26/15 2:14pm	HP
Richard Alexander Co	107,480.00	✓	3/26/15 2:50pm	HP
MSC (Morgan Specialized Contracting Inc)	85,660.00	✓	3/26/15 2:54pm	HP

SCOPE OF WORK

ROME FIRE STATION BATHROOM/SHOWER REMODELING

SCOPE OF WORK:

A. SELECTIVE REMOVALS / DEMOLITION
B. WALLS AND DOORWAYS
C. ROUGH PUMBING AND VENTS
D. ROUGH ELECTRICAL
E. WALL AND FLOOR PREP AND TILE
F. PAINTING
G. FINISH PLUMBING /FIXTURES
H. FINISH ITEMS: STALLS, SHOWER BENCHES ETC.
I. FINISH ELECTRICAL
J. LOCKERS
K. CLEANUP

ATTACHED DRAWINGS:

1. A-1 EXISTING CONDITIONS / REMOVALS
2. A-2 NEW PLAN
3. A-3 INTERIOR ELEVATION
4. A-4 INTERIOR ELEVATION
5. A-5 DETAILS
6. MATERIAL / PRODUCT SPECIFICATIONS

SITE VISIT:

Site visits are **mandatory** prior to bidding to ensure proper knowledge of existing conditions and accurate bids. A sign-in sheet will be available at the main desk in the Fire Station. Site visits can be made independently or by contacting Mike Dorsino at the office of Community and Economic Development at 339-7644 or mdorsino@romecitygov.com. **NOTES:** Contractor is to supply all materials and labor to complete the project according to the specifications and all applicable codes. Any change orders that might arise must be made in writing and signed by all parties prior to work progressing or payment. Square footages are estimations for scope of work and are not to be used as bidding quantities. A **pre-construction meeting** will be held within one week after Bid Award.

The contractor is responsible for getting; Building and Plumbing Permits, third party independent electrical inspections for rough and finish work and providing the City of Rome with all appropriate Insurances listing the City of Rome as Additionally Insured: **Liability Acord 25 form, Workers Comp. form C-105.2 <u>and</u> Disability form DB120.1 or U-26.3.**

<u>SCOPE OF WORK:</u>

A. SELECTIVE REMOVALS / DEMOLITION

- **<u>GENERAL:</u>** Cover doorways and use a Zip-wall system in locker room for debris removal to reduce as much dust as possible. Clean areas to remain in use each day (lockers and hallways) and make sure Fire Trucks are removed from below areas being worked on.
- **<u>BATHROOM</u>**: Remove all plumbing fixtures (2 toilets, 2 urinals and 4 sink counter). Remove all stalls (2) and wall fixtures (4 mirrors, soap dispensers, wall lights and hand dryer).
- **SAVE FOR REUSE:** Hand dryer and soap dispensers.
- Remove existing wall tiles and remove the lower +-5' of wall board from all four walls. Demo and remove built up threshold going into shower room.
- **<u>SHOWER ROOM</u>**: Complete wall surface demo to studs. Chip out concrete floor areas around existing floor drains and for new shower drains and toilet location as needed.
- Remove existing shower fixtures, supply lines and drains as needed.
- Remove ceiling light fixtures and save.
- **<u>LOCKER ROOM:</u>** Remove lockers as needed (see plans) and save for reuse.
- Remove a section of ceiling grid and tiles at new bathroom entry location for wall framing.

B. WALLS AND DOORWAYS

- Remove and relocate two (2) existing doors as shown on plans: Hallway doors.
- Frame in hallway doorway, sheetrock, tape and finish both sides.
- Frame new doorway from hallway to locker area and reinstall removed **hallway door.**
- Relocate the other **hallway door** to the new bathroom at existing doorway location and install a commercial grade bed/bath lever lockset (match existing finish).
- Open wall and frame a new 3' opening from locker room to showers to match existing opening to bathroom with curbing (locate so existing switch location remains✱).

- Remove wall section for new bathroom as a full width opening with header (**set header height flush with locker room ceiling grid**).
- Metal stud frame new partition walls for new bathroom/shower and entry area.
- Frame in wall opening from bathroom to shower to match existing metal framing and replace / repair any rotting studs in plumbing walls and anywhere else as needed.
- **General wall blocking:** Add proper blocking as needed for all plumbing fixtures, sink counter with angled supports, shower benches, stall partitions, switch boxes, block wall etc.
- Install horizontal blocking all around main bathroom to be centered at the 5' height for the tile backer board.
- Install a 6'-8" long x 80"high 6"concrete block wall with horizontal ladder reinforcing @ every other course to divide new shower stalls. Pin lower block into concrete floor, and provide adequate wall blocking for block ties. Rod and core fill blocks at 2'O.C. starting at end core.

C. ROUGH PLUMBING AND VENTS

- Install rough plumbing (supply and waste) to code for all new fixtures and relocated shower and drain locations as needed. (3-showers with drains, 4-toilets, 1-waterless urinal: **waste only** and 1-sink)
- Use schedule 40 PVC drains tied into existing cast lines and L-type copper water lines. Test all lines prior to finish work.
- **NOTE**: Floor drain and toilet waste lines will need to be raised +-3/8" for new floor tile.
- Split existing shower/bath vent to extend into new shower/bath room. Remove existing ceiling box and center it in the shower area over the divider wall and run a new 6" line to new ceiling grill in new bathroom. Provide all duct work and white enameled round registers (2), patch ceiling.

D. ROUGH ELECTRICAL

- **New bathroom/shower area**: Install rough wiring and boxes for entry 2'x2' grid light, vanity light bar, recessed shower lighting and GFI outlets as needed. All lights to be on one switch in entry area.
- Rough wire for a wall mounted LED Emergency light inside above entry door.
- Relocate 3-way switch for locker room lighting to new doorway location and remove switch and wires from hallway door to be blocked in.
- **Main Bathroom:** Install rough wiring for a second wall mount hand dryer unit opposite the existing in the main bathroom.
- Change existing outlets to GFI's per code.

- **Main Shower**: Relocate one shower room ceiling fixture to be centered in the reconfigured shower area.
- Rough wire two (2) recessed light fixtures over shower stalls rated for wet locations.
- **Locker Room:** Rough wire for LED Emergency lights above each door (**2**).

E. FLOOR AND WALL PREP AND TILE

- **Floors:** Fill all voids from rough plumbing work and level shower and new bathroom floor areas as needed. Skim over existing floor tiles and install waterproofing membrane as required according to product manufacturers recommendations.
- Install three (3) - 36"x42"pre-formed shower pans with PVC drains and curb following all manufactures instructions, tile and seal (+-**35**sf).
- Slope "New" bathroom transition area the full width of opening to be flush with entry/locker room floor (+-2" drop over 2' or 1:12 max.).
- Install **+-270sf** of floor tiles in three rooms and seal (See spec. sheet).
- **Walls:** Cover all exposed wall studs with appropriate wall prep for finishes and patch any areas damaged from demo work. Insulate the new walls for the bathroom/shower and entry area.
- Install MR sheetrock for any surface to be painted I.E. areas above tile work in "New" bathroom, office door infill area and full height for new bathroom entry inside and out **(+-300sf)**.
- Install tile backer board with waterproofing membrane for all areas to be tiled: full height in main shower room area and showers and +-5' high in bathrooms **+-750sf** (SEE ROOM ELEVATIONS).
- **Main Bathroom:**
- Install +-5' high wall tile in bathroom areas including a 6" high chrome accent strip, 4"x4" Red tile strip and 3"x12" Galvano bullnose tile cap strip. Use the 3"x12" bullnose at doorway opening in main bath.
- **New bathroom/Shower:**
- Install the same tile configuration as main bath, but use a 4"x4" White tile accent strip and 3"x12" bullnose around the outside left front edge and upper right front of shower in new bath and to terminate wall tile at the new entry. Install a stainless steel edge trim to cover the unfinished edge of the bullnose trims on the upper left side of the shower. Continue wall tile full height in shower. Do not tile the new entry walls. (SEE DRAWINGS AND SPEC SHEET FOR MATERIAL SIZES AND COLORS). **+-420sf** total for both bathrooms.
- **Main Shower:**

- Install full height wall tile (+-9') in main shower area and new shower with 6"stainless steel accent strip starting at +-7' high with 4"x4" Red tile band above. Install 3"x12" bullnose trim along the end of block divider wall and seal **(+-410sf).**
- Install Venatino Marble Chair Rail trim around the top of the block wall with white marble sills to cap the top of the block divider wall and miter all corners.
- Seal all tiled surfaces to manufactures recommendations.

F. PAINTING/FINISH

- Patch ceiling areas where vents and lights were moved to match existing conditions as closely as possible. Prep, prime (1-coat) and paint (2-coats) all remaining ceiling **(+-330SF)** and wall surfaces **(+-410SF)** with mold resistant paint in the shower/bath areas.
  Use ceiling paint for ceilings and Satin finish wall paint (colors TBD). Main bath area and the "new" bathroom/shower will be different colors. The doorway patch in the hallway will match existing hall color **+-35sf** (Firemen to provide paint).

Locker Room: Clean and repaint (2 coats) all exposed wall surfaces including new framed entry walls and framed in doorway **(+-630SF)** color to be determined. Repair ceiling grid with new parts around entry walls.

G. FINISH PLUMBING / FIXTURES

- **Main Bathroom:** Install +-13'-3" reinforced front edge, ½" thick solid surface counter with four under mount sinks and faucets at +-34" high. Install a 2"x4"support frame with cross members centered between each sink and fasten into wall studs with screws prior to tile installation. Install two (**2**) welded stainless steel angled supports (SEE DRAWINGS) between sinks screwed to counter framing and lag bolted into wall studs/blocking after tile installation with stainless steel lags. Use 1/8" rubber compression pads between supports and tile. Cover the front face of the 2"x4" frame with a 4" high strip of matching solid surface material **(Color-Milky Way).**
- Install three (**3**) new toilets with all new flush valves and one (**1**) new waterless urinal.
- **Main Shower room:** Install two (**2**) shower heads and valve handle sets.
- **New Bathroom / Shower:** Install shower head and valve handle set. Install faucet and vanity top, silicone to top of vanity cabinet. Install toilet and seat.

H. INSTALL FINISH ITEMS: STALLS, SHOWER BENCHES ETC.

NOTE: SEE PRODUCT SPEC SHEET FOR ITEM #'S AND COLORS

Main Bathroom and Shower:

- Install a complete three compartment bathroom stall wall system with doors following the existing layout except door swing.
- Install stainless steel multi-roll toilet paper holders in each stall (**3**).
- Install four (**4**) wall mirrors with shelves.
- Reinstall soap dispensers (Existing).
- Install folding shower benches onto block wall outside each shower (**2**).
- Install two (**2**) curved shower rods with curtains for showers and two (**2**) straight rods with curtains for bench areas.
- Install two (**2**) towel/robe hooks in each bench area.
- **New Bathroom / Shower:**
- Install a 48"sink vanity set with matching mirror.
- Install a curved shower rod with curtain.
- Install a folding wall bench.
- Install matching: robe hooks (**2**), toilet paper holder, (**2**) towel rings and a 24" towel bar.
- Install new ceiling grid and tiles in entry area **(+-20sf)**.

I. FINISH ELECTRICAL

- **NOTE:** For all three rooms (main bath, main shower and new bath/shower) new and replaced outlets and switches to be **White**. **ALL** plate covers (including locker room) to be Stainless Steel finish.
- **Main Bathroom:** Install two (**2**) hand dryers-one (**1**) new (to match existing), one (**1**) existing.
- Replace the florescent strip light **covers** with Clear Prism Acrylic Wrap around Diffusers and **bulbs** with 22W T8 LED's.
- Replace existing outlets with GFI outlets to code.
- **Main Shower:** Reinstall main ceiling fixture and install two (**2**) recessed shower lights- one above each shower to be on the same switch.
- **New Bathroom / Shower:** Install 3 light vanity bar with globes facing down, recessed shower light and 2'x2' grid light in entry area all on the same switch.
- Install a wall mounted LED Emergency light at doorway.
- Install GFI outlets and new outlet and switch cover plates (Stainless Steel).
- **Locker Room:** Replace all wall plates (Stainless Steel finish).
- Install two (**2**) LED Emergency lights at doorways.

J. LOCKERS

- Relocate the lockers that were removed for the new entry to against the entry wall and to where the hallway door was blocked in as needed and available.
- Install two (2) 24"x24" lockers in the entry area for the new bathroom or use existing if available.

K. CLEANUP

- Remove any and all debris associated with above work and do a general cleaning of all surfaces.
- Provide all warranty and product information for all products and services to the Fire Department.

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 87

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH RICHARD BOHNING AND ROME SELECT BASKETBALL

By _____;

WHEREAS, Brandon Lovett, Director of Administrative Services for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Richard Bohning and Rome Select Basketball, to conduct a five week summer basketball program at Franklyn's Field basketball courts from July 6, 2015 through August 6, 2015 for ages 6-12; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Richard Bohning and Rome Select Basketball, at an amount not to exceed $1,500.00 to conduct a five week summer basketball program at Franklyn's Field basketball courts from July 6, 2015 through August 6, 2015 for ages 6-12.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 88

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH ARCHONIX SYSTEMS, LLC.

By _____;

WHEREAS, Kevin Beach, Chief of the City of Rome Police Department has recommended that the City of Rome, New York, retain the services of Archonix Systems, LLC, and/or any subsidiaries, affiliates and related entities controlled or owned by Archonix Systems, LLC, of New Jersey, New York, to for license and support of software; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Archonix Systems, LLC, of New Jersey, New York at an amount not to exceed $3,000.00 for license and support software, pursuant to the attached agreement, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

LICENSE AND SUPPORT AGREEMENT

This License and Support Agreement (hereinafter, the L&S Agreement) made this _____ day of _____, 2015 and in effect for the period from 1/1/15 to 12/31/15 (hereinafter, the "Initial Period", annually thereafter, the "Renewal Period") by and between **Archonix Systems, LLC** (hereinafter "Archonix"), a Delaware Limited Liability Company having its registered office at 30 Lake Center Executive Park, 401 Route 73 North, Suite 105, Marlton, New Jersey 08053 and the **Rome Police Department** (hereinafter "Customer", with its principal office at 301 N. James Street, Rome, NY 13440. This L&S Agreement between the parties is limited to what is contained in this L&S Agreement, inclusive of Exhibits A-D.

1. DEFINITIONS

Licensed Standard Software: Archonix's Public Safety Software Solution.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licensed Standard software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Software: The Licensed Standard Software, Upgrades, and Licensed Custom Software provided under this L&S Agreement.

Licensed Documentation: User Manuals including the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this L&S Agreement and released after execution of this L&S Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this L&S Agreement; and
- copies of each application of the Licensed Software as reasonably needed to support Customer's operations including copies for redundancy, emergency fail-over and training systems.

Licensed Products: The Licensed Software, Object Code, the related Licensed Documentation, and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of L&S Agreement and the Customer Support Manager assigned by Archonix to Customer.

1. GENERAL

Archonix hereby grants and Customer accepts, upon terms and conditions set forth in this L&S Agreement, a non-transferable and non-exclusive license to use the Licensed Products.

2. ACKNOWLEDGEMENTS

Customer acknowledges that the Licensed Products are a valuable trade secret of Archonix and accordingly, this L&S Agreement establishes a confidential relationship between Archonix and Customer. Unless otherwise required by law or order of any Government Agency having competent jurisdiction, Customer shall not copy or otherwise reproduce in any way, in whole or in part, the Licensed Software or Licensed Documentation furnished by Archonix without the prior express written consent of Archonix. Nor shall the Customer sell, transfer, or otherwise make available in any way to any other person, in whole or in part, the program documentation furnished by Archonix. The Customer is permitted to make copies of the Licensed Software or Licensed Documentation for exclusive internal use as follows: Customer is permitted to retain such copies of each application of the Licensed Software as reasonably needed to support Customer's operations including copies for redundancy, emergency fail-over and training systems. Customer, or anyone wishing to obtain access to the Licensed Products through Customer must obtain written permission of Archonix and, in that event, shall be bound by this Paragraph 2 and shall not copy, distribute, disseminate or otherwise disclose to any other third party the Licensed Software or Licensed Documentation in whole or in part, at any time or in any form or media. The restriction on making and distributing the Licensed Software or Licensed Documentation includes without limitation, the following:

- Program libraries, either source or object code
- Operation control language
- Test data, sample fields, or file lay outs
- Program Listings
- Licensed Documentation

3. CONTROL

Customer shall be exclusively responsible for the supervision, management, and control of the use of the program.

4. RENEWAL

Archonix grants a renewable license to Customer provided Customer is a) not in default of any provisions of this L&S Agreement and b) Archonix has received payment in full for the license on or before the beginning date of the Initial Period or any subsequent renewal period from Customer or any party so designated by Customer and agreed to by Archonix.

5. SUPPORT

A. ***Licensed Software Maintenance***

During the term of this L&S Agreement, Archonix shall provide Customer with the maintenance and repair of any reproducible Licensed Software error or malfunction that may be discovered in Archonix's unaltered current Licensed Software and updates that may be released and made generally available by Archonix from time to time. Archonix will specify the network environment, and computer server and Customer configurations required for the Licensed Software. Installation of additional hardware beyond what is specified in this agreement, server maintenance, network problem solving and all issues other than the maintenance services for the Licensed Software performed after the initial system set up, configuration and installation are considered outside of the scope of services under this L&S Agreement and will be billed at the rates specified in Exhibit A.

B. ***Unauthorized Maintenance by Customer***

Any change, modification or enhancement to the Licensed Software by Customer or any other party authorized by Customer without prior written authorization from Archonix is an unauthorized change. In the event that services outside the scope of contracted maintenance are required as the result of an unauthorized change, Archonix reserves the right to provide maintenance at Archonix's then current time and materials as needed to resolve the issue.

C. ***Telephone or Internet Assistance***

Customer shall provide Archonix technicians with access to the Licensed Software via LogMeIn for error correction. Customer will also permit Archonix access to personnel via telephone in order to counsel and advise Customer on the use and maintenance of the Licensed Software during the hours specified in this L&S Agreement. The Response Time for this Telephone and Internet Response service will average less than 4 hours during the supported hours. Archonix understands and hereby agrees that Customer calls regarding a "down system" (as defined below) require a response time less than the 4 hour response average provided for generally under this L&S Agreement. In the event of a call under this Paragraph 5 (C) regarding a down system, Archonix will place the call on its highest priority and respond to Customer as rapidly as possible. In no event, shall Archonix's response to such a down system call from Customer exceed one hour from the time of placement of the call, provided however that Archonix procedures for calls are followed by Customer.

This response time of Archonix is not meant to guarantee that any issue will be resolved within the hour time frame, rather that Archonix support personnel will communicate to Customer that it is aware of the problem and that Archonix support personnel will be assigned and active in identifying and determining a resolution to the problem creating the down system within the one hour time frame specified. Unless otherwise specified and agreed to in writing, Telephone and Internet assistance will be available these hours will be from 8 AM to 5 PM, Monday through Friday Eastern Standard Time, excluding the following nationally recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In addition to regular 8:00 AM – 5:00 PM phone support, a 24-hour, 7-day a week beeper service for after hour support will be provided at Archonix's current rate, which is currently $140 per hour. Archonix agrees that, in no event, will the Customer be billed for any previously identified or otherwise known "bugs" in the Licensed Software.

A "down system" by definition as it relates to Archonix's responsibilities refers to the Licensed Software being non-responsive on the production server resulting in Customer being unable to login or use the Licensed Software from any workstation. A single workstation outage does not constitute a down system in which response time is critical. In addition, Customer should eliminate other possible factors that could result in a down system before placing a call to Archonix. Other factors are defined as but not limited to a power outage, server hardware failure, operating system failure and network failure.

D. ***On-Site Assistance***

To the extent that a problem associated with the Licensed Software has been identified as a failure of performance of the Licensed Software provided under this L&S Agreement and is not able to be resolved in accordance with the terms shown above, Archonix may, at its sole discretion, provide on-site assistance by one or more Archonix Services technicians. Customer shall reimburse Archonix for all reasonable out-of- pocket expenses associated with the provision of on-site assistance under the terms of this paragraph, provided such expenses are agreed upon in writing prior to technician deployment.

E. ***Services Outside Scope of Work***

Archonix will not be responsible for errors or issues arising outside the scope of this L&S Agreement, including, but not limited to, hardware issues, third-party (non-Archonix) software issues or any other issues that are not directly related to the use of the Licensed Software provided to Customer by Archonix and specified in this L&S Agreement. However, the Customer has the option to request support from Archonix to address any issue outside the scope of services provided for in this L&S Agreement. To the extent that Archonix is called upon to assist Customer with regard to issues outside the scope of responsibility provided by Archonix in this L&S Agreement, Customer will be notified promptly. Archonix may, at its sole discretion, and upon written authorization by Customer, agree to perform such services requested by Customer at Archonix's then current time and materials rate. Archonix is not obligated to perform such services for Customer, and any such services provided by Archonix will be provided without warranty, express or implied, unless otherwise agreed to in writing by Archonix.

F. ***Enhancements***

Routine enhancements to the Licensed Software shall be provided to Customer at Archonix sole discretion and, if accepted by Customer, will become part of the Licensed Software and subject to all terms and conditions under this L&S Agreement for maintenance of the Licensed Software.

G. ***Training***

Archonix will provide Customer training to Customer in the use of its Licensed Software upon new installation orders. Such training will be performed at the location(s) of the installation of the Licensed Software unless otherwise specified by Customer. If agreed to by Customer and Archonix, Archonix will provide additional training, including training for new Customer personnel after installation and upon Customer's written acceptance. Such training will be provided at the then standard published training fees for Archonix.

H. ***Customer Support***
Customer shall provide Archonix full complete, unabated and free on-site and electronic access, without charge, to the Licensed Software so as to enable Archonix to provide the covered maintenance services as set forth in this L&S Agreement. Customer shall make available to Archonix promptly upon request to all facilities and services reasonably required by Archonix for the performance of its obligations under the L&S Agreement.

6. PAYMENT

A. ***License and Support Fee***
Payments for the annual License and Support Fee are due at or prior to the start of the Initial Period and any subsequent respective Renewal Periods.

7. TERM

Performance of this L&S Agreement shall commence upon the Initial Period unless terminated as provided for in this L&S Agreement.

8. TERMINATION

Both Archonix and Customer shall have the right to terminate this L&S Agreement without cause or penalty by providing prior written notice not less than sixty (60) days in advance.

9. WARRANTIES

A. Archonix warrants that to the best of its knowledge that the performance of Licensed Software maintenance services under this L&S Agreement shall not in any way constitute infringement or other violation of any patent, copyright, trade secret, trade name, trademark, proprietary information or non-disclosure or other rights of any third party.
B. Archonix warrants that it has the right to grant the rights to the Licensed Software under this L&S Agreement.
C. Archonix does not warrant that the operation of the Licensed Software will be uninterrupted or error free. Archonix does not warrant the operation of any other software, hardware or service other than those expressly specified under this L&S Agreement.

10. LIMITATION OF LIABILITY

Archonix shall be liable only for direct damages to Customer up to a maximum amount of the then current annual License and Support Fee in effect for that year as listed in Exhibit A resulting from the performance of services directly associated with its Licensed Software under this L&S Agreement.

11. PROPERTY RIGHTS

A. Acknowledgement of No Enhancement Rights
Customer is licensing Commercial Off-the-Shelf (COTS) Software. Any materials, Updates, or Enhancements to the Licensed Software(s) whether or not developed specifically for the Customer are deemed Updates and Enhancements to the COTS product.

B. Confidential Information
Both Customer and Archonix shall safeguard and maintain the confidentiality of each other's confidential information and shall not disclose such to third parties during the term of this L&S Agreement and for a period of two years thereafter, subject to the confidentiality provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that are applicable to the Customer, which confidentiality shall survive termination of this L&S Agreement and extend indefinitely. In addition, in the event that either party is required to disclose Confidential Information by law or order of a Government Agency, it will be subject to provisions of Paragraph 11.C. below.

C. Disclosures Required by Law. In the event that any Confidential Information is required to be disclosed by Law or order of any Government Authority having jurisdiction over the receiving party (including as necessary for a party to assert a claim in a court of competent jurisdiction), before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. In the event such Confidential Information is disclosed in such circumstances, such Confidential Information shall continue to constitute Confidential Information in all other circumstances pursuant to this Agreement.

12. INTEGRATION

This L&S Agreement, inclusive of Exhibits A-D, constitutes the entire L&S Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services. This L&S Agreement further supersedes all previous communications and negotiation, whether written or oral. The terms and conditions of this L&S Agreement shall prevail over any service order or memorandum submitted to Archonix by Customer. Except as otherwise provided in this L&S Agreement, no modification of this L&S Agreement shall be binding unless it is in writing and signed by both Parties.

13. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

14. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God, the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

15. GOVERNING LAW

This L&S Agreement, which consists of this contract document and the attached Exhibit A: License and Support Fees; Exhibit B: Features and Components; Exhibit C: Other Software Products, and; Exhibit D: Software Required/Recommended, shall be governed by and construed in accordance with the laws of the State of New Jersey.

Customer, by its signature acknowledges that it has read this L&S Agreement, understands it and agrees to all its terms and conditions.

ACCEPTED:

Archonix Systems, LLC:	**Rome Police Department:**
Denise L. Straub	
Authorized Signature	**Authorized Signature**
Denise L. Straub	
Printed Name	**Printed Name**
Finance Manager 3/16/15	
Title **Date**	**Title** **Date**

APPROVED BY LEGAL
3 10-15
INITIAL & DATE

Exhibit A
License and Support Fees

Two (2) XRMS Client Licenses **License and Support Fees** **(for annual maintenance period 1/1/15 – 12/31/15)**	**$3,000.00**

Subsequent years maintenance is subject to an annual increase

Rate for additional support (one hour minimum)	$140.00 per hour
Rate for additional training (four hour minimum)	$100.00 per hour

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 89

AUTHORIZING THE DELETION OF ONE POSITION OF COMMUNITY DEVELOPMENT SPECIALIST AND THE CREATION OF ONE POSITION OF COMMUNITY DEVELOPMENT ADVISOR WITHIN THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT.

By _____:

WHEREAS, it is the recommendation of Brandon Lovett, Director of the Department of Community and Economic Development for the City of Rome, that one (1) position of Community Development Specialist be deleted and the creation of one (1) position of Community Development Advisor occur within the Department of Community and Economic Development, effective February 11, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Community Development Specialist be deleted and the creation of one (1) position of Community Development Advisor occur within the Department of Community and Economic Development, effective February 11, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 90

AUTHORIZING SETTLEMENT OF LAWSUIT AGAINST
THE CITY OF ROME, NEW YORK

By _____:

WHEREAS, Jordan P. Sislo, commenced a lawsuit against the City of Rome in Oneida County Supreme Court alleging false arrest, violation of constitutional rights and excessive force from an incident occurring, on or about December 22, 2012; and

WHEREAS, the plaintiffs have agreed to accept a settlement offer by the City of Rome in the amount of $20,000.00 in full settlement of his lawsuit against the City of Rome, with no admission of liability by the City of Rome or any of its employees or officials; and

WHEREAS, Timothy A. Benedict, Corporation Counsel, has recommended a settlement of the aforesaid lawsuit upon receipt of a fully executed Release from Jordan P. Sislo, as being in the best interests of the City of Rome; now, therefore,

BE IT RESOLVED, pursuant to Rome Charter Law—Title A, §173, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Corporation Counsel of the City of Rome to settle the lawsuit of Jordan P. Sislo, against the City of Rome for the total sum of $20,000.00 to Jay G. Williams III, Esq. (Felt Evans LLP) as Attorney for Jordan P. Sislo, with no admission of wrongdoing or liability by the City of Rome; and

BE IT FURTHER RESOLVED, that the Corporation Counsel is hereby authorized to effect such settlement upon receipt of an executed general release from the aforesaid Plaintiff; and

BE IT FURTHER RESOLVED, that the Corporation Counsel is further authorized to draft and execute such other and further documentation as may be necessary to effectuate said settlement and to permanently discontinue the matter.

Seconded by_____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT APRIL 9, 2015

RESOLUTION NO. 91

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfers:

REASON: Administrative Services overtime as a result of the retirement payout including compensatory time for an employee who retired after an extended period of absenteeism due to illness.

FROM CODE NO.		AMOUNT
AG7020.151	Parks and Recreation: Salaries	$910.00

TO CODE NO.		AMOUNT
AG1430.153	Administrative Services: Overtime	$910.00

REASON: to cover final utilities billing for 2014. Requested budget of $260,000 was cut $25,000 by the Council.

FROM CODE NO.		AMOUNT
AG1620.418	Municipal Buildings: Contract Services	$1,550.00

TO CODE NO.		AMOUNT
AG1620.410	Municipal Buildings: Utilities	$1,550.00

REASON: to pay for Fire Medical. This expense is required by law but usage varies significantly year to year

FROM CODE NO.		AMOUNT
AG3410.151	Fire Protection: Salaries	$4,500.00

TO CODE NO.		AMOUNT
AG3410.415	Fire Protection: Medical	$4,500.00

REASON: to pay FICA for Streets employees as a result of actual snow budget being less than estimated with a consequent increase in AG5110.

FROM CODE NO.		AMOUNT
AG5142.801	Snow Removal: FICA	$7,500.00

TO CODE NO.		AMOUNT
AG5110.801	Streets: FICA	$ 7,500.00

REASON: Electrical Dept. Utilities as a result of the Council cutting the proposed budget by $4,000.

FROM CODE NO.		AMOUNT
AG5138.419	Electrical: Gasoline	$1,700.00

TO CODE NO.		AMOUNT
AG5138.410	Electrical: Utilities	$1,700.00

REASON: overtime and additional FICA in the Sign Department as a result of the use of both Pete Kieffer and David Guy for snowplowing.

FROM CODE NO.		AMOUNT
AG5140.419	Sign Department: Gasoline	$1,350.00

TO CODE NO.		AMOUNT
AG5140.153	Sign Department: Overtime	$850.00
AG5140.801	Sign Department: FICA	$500.00

REASON: to pay for additional salt and sand for Snow removal.

FROM CODE NO.		AMOUNT
AG5142.151	Snow Removal: Salaries	$7,800.00

TO CODE NO.		AMOUNT
AG5142.414	Snow Removal: Supplies and Materials	$7,800.00

REASON: to pay for Street Lighting over budget as a result of higher than expected electrical rates.

FROM CODE NO.		AMOUNT
AG1930.450	Judgments and Claims	$55,000.00

TO CODE NO.		AMOUNT
AG5182.410	Street Lighting: Utilities	$55,000.00

REASON: to pay for overtime in Parking Operations to pay for underestimated overtime.

FROM CODE NO.		AMOUNT
AG5650.151	Parking Operations: Salaries	$600.00

TO CODE NO.		AMOUNT
AG5650.153	Parking Operations: Overtime	$600.00

REASON: to pay for underestimated retirement expense.

FROM CODE NO.		AMOUNT
AG9040.800	Workers Compensation: General City	$70,000.00

TO CODE NO.		AMOUNT
AG9010.800	NYS Retirement: General City	$8,000.00
AG9010.805	NYS Hospital Retirees	$31,000.00
AG9789.700	Other Debt Interest	$31,000.00

REASON: to pay for underestimated Workers Compensation.

FROM CODE NO.		AMOUNT
AG9040.800	Workers Compensation: General City	$11,500.00

TO CODE NO.		AMOUNT
AG9040.805	Workers Compensation: Hospital Retirees	$11,500.00

REASON: cover the unexpected windfall in CHIPS Aid.

FROM CODE NO.		AMOUNT
AG3310.151	Traffic Control: Salaries	$19,000.00
AG3410.151	Fire Protection: Salaries	67,500.00

TO CODE NO.		AMOUNT
AG5112.209	CHIPS Street Program	$86,500.00

REASON: to pay for underestimated Medical Insurance.

FROM CODE NO.		AMOUNT
AI3120.151	Police: Salaries & Wages	$206,000.00
AI9795.903	Inter-fund Loans	$126,000.00
AI3120.153	Police: Overtime	$14,000.00

TO CODE NO.		AMOUNT
AI9060.803	Hospital Insurance: Police Retirees	$289,000.00
AI9060.813	Hospital Insurance: Police	$57,000.00

REASON: to pay for underestimated retirement expense.

FROM CODE NO.		AMOUNT
AI3120.153	Police: Overtime	$16,000.00

TO CODE NO.		AMOUNT
AI9789.700	Other Debt Interest	$16,000.00

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE & CONTRACT APRIL 9, 2015

RESOLUTION NO. 92

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY LOCATED AT 406 ANNE STREET VIA DEED IN LIEU OF FORECLOSURE

By _____:

WHEREAS, pursuant to §25(2) of the Rome City Charter, the City of Rome Common Council has the authority to take and hold real property for any municipal purpose and to sell and convey same in accordance with applicable law; and

WHEREAS, pursuant to §299.1 of the Rome City Charter, the City of Rome Common Council has the authority to—in lieu of prosecuting the sale or foreclosure of any parcel of real property subject to a take lien, accept a conveyance of the interest of any person having title to such a parcel; and

WHEREAS, according to records kept and maintained by the City of Rome Assessor's Danielle L, Johnson owns real property located in the City of Rome and commonly referred to as 406 Anne Street (Oneida County Tax Map Parcel No.: 242.073-0002-032), hereinafter as "Property", and currently owes real property taxes in excess of Eleven Thousand, Six Hundred Dollars ($11,600.00), which will permit the City of Rome to foreclose upon the Property; and

WHEREAS, Ms. Johnson has proffered to convey the Property to the City in lieu of the foreclosure and which said offer was considered and evaluated by the City of Rome Real Property Committee, which recommends that the Common Council authorize the conveyance of the Property in lieu of the foreclosure action; and

WHEREAS, the Common Council approved accepting ownership of the Property via deed-in-lieu of foreclosure on April 8, 2015, which said approval—to be final under the Rome Charter—needs to approved by the Board of Estimate & Contract; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City of Rome be and is hereby authorized to accept the donation and conveyance of property located at 406 Anne Street, Rome, New York (Oneida County Tax Map No. 242.073-0002-032) via a deed in lieu of foreclosure from Danielle L. Johnson and that the Mayor of the City of Rome, or his designee, be authorized to execute any and all documents necessary to effectuate said conveyance and that the City may expend funds to record said transaction.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE & CONTRACT APRIL 9, 2015

RESOLUTION NO. 93

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY LOCATED AT 606 LAWRENCE STREET VIA DEED IN LIEU OF FORECLOSURE

By _____:

WHEREAS, pursuant to §25(2) of the Rome City Charter, the City of Rome Common Council has the authority to take and hold real property for any municipal purpose and to sell and convey same in accordance with applicable law; and

WHEREAS, pursuant to §299.1 of the Rome City Charter, the City of Rome Common Council has the authority to—in lieu of prosecuting the sale or foreclosure of any parcel of real property subject to a take lien, accept a conveyance of the interest of any person having title to such a parcel; and

WHEREAS, according to records kept and maintained by the City of Rome Assessor's Elena M. Ellsworth owns real property located in the City of Rome and commonly referred to as 606 Lawrence Street (Oneida County Tax Map Parcel No.: 242.082-0001-014), hereinafter as "Property", and currently owes real property taxes in excess of Eight Thousand Nine Hundred Dollars ($8,900.00), which will permit the City of Rome to foreclose upon the Property; and

WHEREAS, Ms. Ellsworth has proffered to convey the Property to the City in lieu of the foreclosure and which said offer was considered and evaluated by the City of Rome Real Property Committee, which recommends that the Common Council authorize the conveyance of the Property in lieu of the foreclosure action; and

WHEREAS, the Common Council approved accepting ownership of the Property via deed-in-lieu of foreclosure on April 8, 2015, which said approval—to be final under the Rome Charter—needs to approved by the Board of Estimate & Contract; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City of Rome be and is hereby authorized to accept the donation and conveyance of property located at 606 Lawrence Street, Rome, New York (Oneida County Tax Map No. 242.082-0001.014) via a deed in lieu of foreclosure from Elena M. Ellsworth and that the Mayor of the City of Rome, or his designee, be authorized to execute any and all documents necessary to effectuate said conveyance and that the City may expend funds to record said transaction.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED: